

CIVIL COVER SHEET

JS 44 (Rev. 12/12)

15-CV-4323

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating a civil action on a docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Color World, LLC
 322 West Oak Lane
 Glenolden, PA 19036

 (b) County of Residence of First Listed Plaintiff
 (EXCEPT IN U.S. PLAINTIFF CASES)
Delaware

 (c) Attorneys (Firm Name, Address, and Telephone Number)
 Timothy D. Pecsenyi, Esq.
 Blank Rome LLP
 One Logan Square, Phila., PA 19103 (215-569-5619)

DEFENDANTS
 Dash Medical Gloves, Inc.
 9635 South Franklin Drive
 Franklin, WI 53133

15 4323

 County of Residence of First Listed Defendant
 (IN U.S. PLAINTIFF CASES ONLY)
Milwaukee

 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
 THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
 (For Diversity Cases Only)

	PTF	DEF	PTF	DEF	
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 880 Patent <input checked="" type="checkbox"/> 890 Trademark
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/ Disabilities - Employment <input type="checkbox"/> 446 Amer. w/ Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			<input type="checkbox"/> 791 Employee Retirement Income Security Act	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
				<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 1125 et seq., 54 Pa. Cons. Stat. Annot. § 1124 (Injury to Business or Reputation; Dilution)

Brief description of cause:

Trademark Infringement, Unfair Competition and False Designation of Origin

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

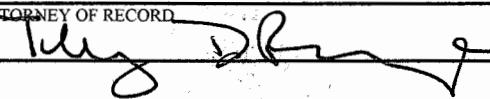
JUDGE

DOCKET NUMBER

AUG 05 2015

 DATE
 AUGUST 5, 2015
 FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD



J.T.

RECEIPT # _____ AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: Color World, LLC - 322 West Oak Lane, Glenolden, PA 19036

Address of Defendant: Dash Medical Gloves, Inc. - 9635 South Franklin Drive, Franklin, WI 53133

Place of Accident, Incident or Transaction: _____

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____

Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases

B. *Diversity Jurisdiction Cases:*

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify) _____
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases

(Please specify) _____

1. All other Federal Question Cases

(Please specify) Trademark

ARBITRATION CERTIFICATION

(Check Appropriate Category)

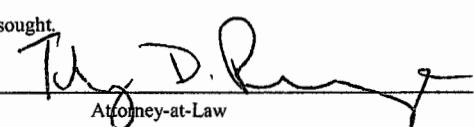
I, Timothy D. Pecsene

, counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: August 5, 2015


Attorney-at-Law

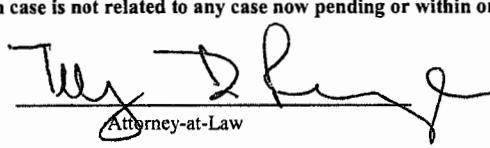
51339

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: August 5, 2015


Attorney-at-Law

51339

AUG 05 2015

Attorney I.D.#

CNR

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

15

4323

CASE MANAGEMENT TRACK DESIGNATION FORM

Colur World, LLC

v.

CIVIL ACTION

Dash Medical Gloves, Inc.

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()

(f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

August 5, 2015

Date

215-569-5619

Telephone

Timothy D. Pecsene, Esq.

Attorney-at-law

215-832-5619

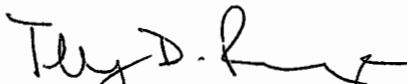
FAX Number

Colur World, LLC

Attorney for

pecsenye@blankrome.co

m E-Mail Address




13400
**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

COLOR WORLD, LLC,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civ. Action No.
	:	
DASH MEDICAL GLOVES, INC.,	:	
	:	
Defendant.	:	
	:	

15 4323

VERIFIED COMPLAINT

Plaintiff Colur World, LLC (“Colur World”), by and through its undersigned counsel, Blank Rome LLP, hereby files this Verified Complaint against Defendant Dash Medical Gloves, Inc. (“Defendant”) and avers the following:

THE PARTIES

1. Colur World, LLC is a Delaware company, with its principal place of business located at 322 West Oak Lane, Glenolden, Pennsylvania 19036.
2. Upon information and belief, Defendant Dash Medical Gloves, Inc. is a Wisconsin corporation with its principal place of business located at 9635 South Franklin Drive, Franklin, Wisconsin 53133.

JURISDICTION AND VENUE

3. This is an action for false designation of origin, under federal law and unfair competition under Pennsylvania and common law.
4. This Court has original jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a) because this case involves trademarks and therefore arises under the laws of the United States.

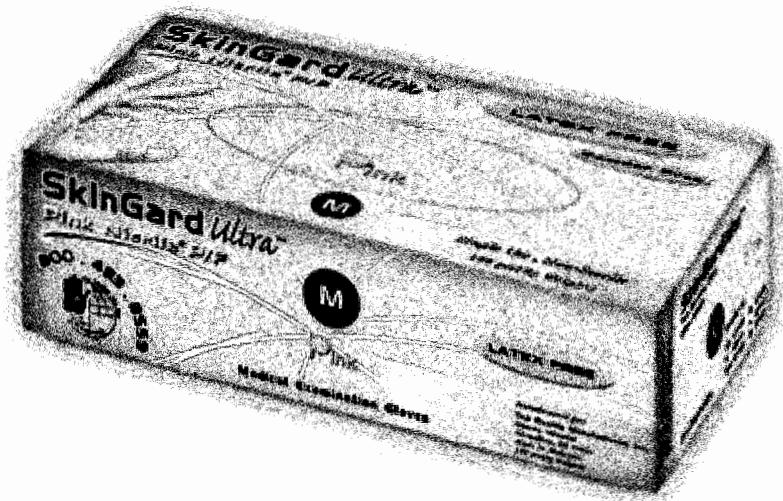
5. This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1337 as the claims are so related to the claims falling within this Court's original jurisdiction that they form part of the same case or controversy under Article III of the Constitution of the United States.

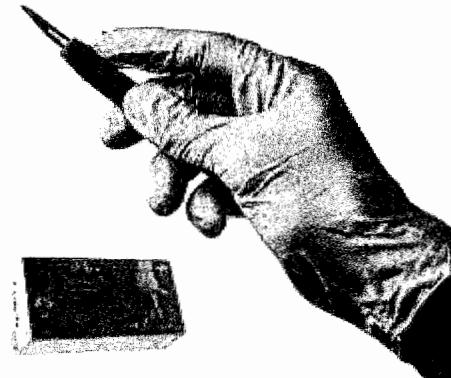
6. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1331 because a substantial part of the events giving rise to the claims occurred in the Eastern District of Pennsylvania, Defendant expects, or reasonably should expect, its acts to have legal consequences in the District, and because Defendant's acts have caused harm to Colur World in the Eastern District of Pennsylvania.

FACTUAL BACKGROUND

Plaintiff's Business and Trademarks

7. Plaintiff Colur World is the exclusive owner of all rights, title and interest to a mark consisting of the color pink as used on gloves made of nitrile for medical and dental use (the "COLOR PINK Mark"), as well as a word mark, PINK NITRILE (collectively the "Colur World Marks"), for use in connection with gloves made of nitrile for medical and dental use (see below).





8. Colur World has exclusively and continuously used the Colur World Marks in commerce since at least as early as April 26, 2005.
9. Colur World owns a federal registration of its COLOR PINK Mark, Registration No. 3,172,669, for "gloves for medical and dental use, made of nitrile."
10. Colur World owns a federal registration of its word mark PINK NITRILE, Registration No. 3,170,261, for "gloves for medical and dental use, made of nitrile."
11. Since December 2007, Colur World has licensed the right to use the Colur World Marks in connection with pink nitrile gloves to Top Quality Manufacturing, Inc. ("Top Quality"). Top Quality is one of the world's leading innovative distributors and suppliers of medical and dental gloves made of nitrile, an organic compound that is a popular alternative material for use by those with latex allergies and those wishing to prevent latex allergies.
12. Each package of nitrile gloves sold by Top Quality prominently displays the Colur World Marks and at a minimum, displays the "®" notice symbol in connection with its word mark PINK NITRILE. Each package provides written notice informing purchasers that "*The COLOR PINK is a Registered Trademark of Colur World, LLC". See Exhibit A.

13. In addition to Top Quality, Colur World has licensed the use of the COLOR PINK Mark to the largest and most prominent manufacturers and distributors of gloves used in the medical and dental field in the world.

14. Some of Colur World's licenses date back to 2008 or earlier and substantiate that the industry recognizes Colur World as the source of goods under the Colur World Marks.

15. Colur World and its licensees have expended a substantial amount of time, energy and resources marketing, promoting, advertising and selling products under the Colur World Marks including, but not limited to:

- advertising expenditures of more than \$7 million since 2005, including more than \$1.2 million in 2014 alone;
- operation of a web site, located at <www.gloveworld.net> and <www.topqualitygloves.com> that each receive millions of page views annually and many thousands of unique visitors;
- advertising in the leading medical and dental journals;
- promoting the Colur World Marks at annual trade shows and conventions attended by thousands of medical and dental professionals and purchasing executives;
- prominently displaying the Colur World Marks on the top surface of every 100-piece box and on each sample pack of PINK NITRILE brand gloves, as well as on the reverse-side of the box and sample packaging for each of Colur World's other brands of nitrile gloves;
- 1,100,000 of Pink Nitrile Boxes sold in 2014 alone; and
- In 2014 alone, medical and dental practitioners in the United States have purchased or used more than 110,000,000 pink nitrile gloves bearing the Colur World Marks.

16. As a result of this longstanding, exclusive and continuous marketing, promotion, advertisement, and sale of products under the Colur World Marks, and

adherence to high standards of quality control, the Colur World Marks have met with extraordinary public and trade acceptance and have acquired trademark distinctiveness in the minds of the relevant trade and public as an indicator of a single source for pink nitrile gloves. In effect, the Colur World Marks have created a pink nitrile phenomenon in the medical, dental and healthcare marketplace in the United States.

17. Moreover, as a result of this longstanding and continuous marketing, promotion, advertisement, and sale of products under the Colur World Marks, and adherence to high standards of quality control, the Colur World Marks have become famous in the minds of the relevant trade and public in the Commonwealth of Pennsylvania.

18. Colur World has vigilantly and successfully policed and enforced its exclusive rights so as to prevent unauthorized use of the Colur World Marks by competitors.

19. Colur World has filed two separate infringement actions in Federal Court. Each of these civil actions ended favorably for Colur World, with the defendants taking licenses to the COLOR PINK Mark. Colur World has also enforced its rights to the mark by sending cease and desist letters to any and all known infringers of the Colur World Marks.

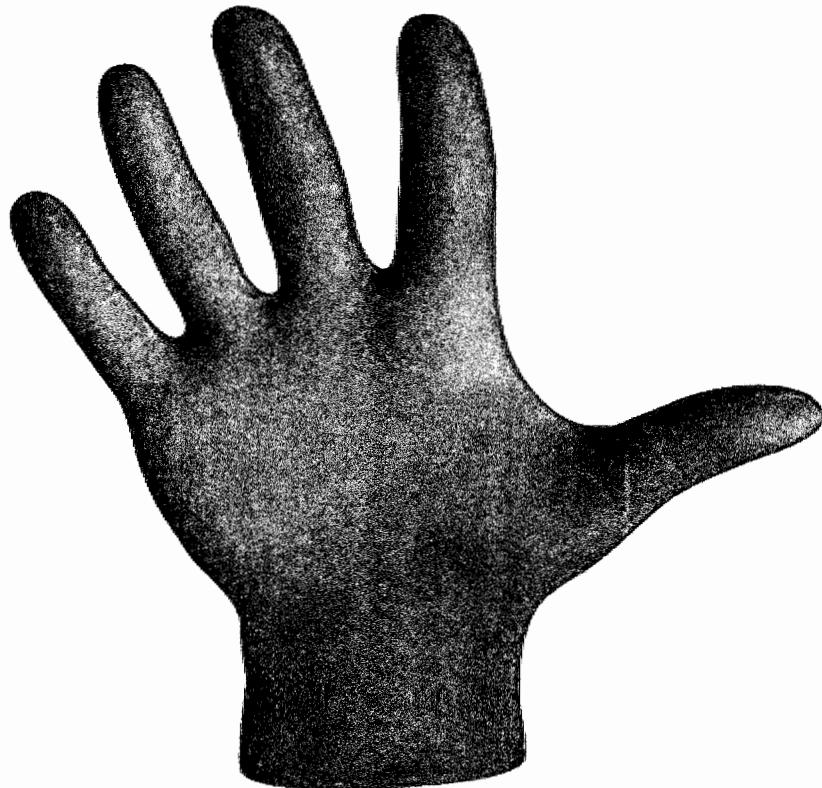
20. The COLOR PINK Mark is non-functional because the distinctive color pink, as used by Colur World, is not essential to the use or purpose of nitrile gloves and does not affect the cost or quality of nitrile gloves. In addition, the COLOR PINK Mark is non-functional because Colur World's exclusive use of the distinctive color pink does not put competitors at a significant non-reputation-related disadvantage.

Defendant's Businesses and Unauthorized Use of the Mark

21. Defendant Dash Medical Gloves, Inc. is a distributor of disposable products for medical use, including examination and surgical gloves.

22. In recognition of the distinctive quality and strength of the Colur World Marks, Defendant contacted Colur World by email on August 22, 2012, in an effort to obtain a license to the Colur World Marks. See Exhibit B, copy of email dated August 22, 2012. No license was consummated at that time and nothing further was heard from Defendant regarding its stated interest in using the Colur World Marks.

23. In July 2015, Colur World discovered that Defendant was using the color pink on gloves made of nitrile ("the Infringing Product"). Specifically, the Infringing Product is as follows:



and is packaged as follows:



See also Exhibit C, with additional images of the Infringing Product and related website.

24. As these images make clear, the Infringing Product is: identical in all relevant respects to the pink nitrile gloves sold by Colur World's licensees under the Colur World Marks; targeted at the same consumers, namely, individuals with latex allergies or those hoping to prevent latex allergies; and sold at a price comparable to the price charged by Colur World's licensees for nitrile gloves featuring the Colur World Marks.

25. On July 30, 2015, Colur World's counsel sent a letter to Defendant placing Defendant on actual notice of its infringement of the Colur World Marks and instructing Defendant, *inter alia*, to cease and desist immediately from any further use or plans to use or register the Colur World Marks. See Exhibit D, copy of letter dated July 30, 2015.

26. In disregard of Plaintiff's exclusive rights, Defendant continues to offer for sale the Infringing Product. Upon information and belief, Defendant's conduct was and is designed

to trade upon the valuable goodwill and business reputation associated with the Colur World Marks.

27. Defendant's adoption and use of the Colur World Marks is likely to cause confusion, mistake or deception as to the source, association, affiliation or sponsorship of the Infringing Product. Ordinary consumers will mistakenly believe that Defendant's goods are manufactured, distributed, owned, sponsored, or approved by Colur World.

28. Upon information and belief, all such conduct by Defendant was, and continues to be, in bad faith, willful, deliberate and in knowing violation of the law.

29. Colur World will be irreparably injured if Defendant's unlawful acts are allowed to continue.

30. Defendant's actions are unlawful and have damaged Colur World in an amount not yet calculated.

COUNT I

**Violation of Lanham Act, 15 U.S.C. § 1125(a);
False Designation of Origin, False Description and False Representation)**

31. Colur World hereby incorporates the allegations of Paragraphs 1 through 31 of this Complaint as if fully set forth herein.

32. Colur World is the exclusive owner of the distinctive Colur World Marks as set forth hereinabove.

33. Defendant's unauthorized use of the Colur World Marks constitutes a false designation of origin, a false or misleading description of fact, and a false or misleading representation of fact that Defendant's goods originate with, are sponsored by or approved by

Color World, or that Defendant and its goods are affiliated with, connected to, or associated with Color World.

34. Defendant's unlawful conduct constitutes a violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

35. As a result of Defendant's unlawful and willful acts, Color World has suffered, and continues to suffer, substantial damages and irreparable injury, in an amount not yet calculated.

36. Color World has no adequate remedy at law and, therefore, is entitled to preliminary and permanent injunctive relief.

COUNT II

Violation of Lanham Act, 15 U.S.C. § 1125(a); Infringement of a Common Law Mark

37. Color World hereby incorporates the allegations of Paragraphs 1 through 37 of this Complaint as if fully set forth herein.

38. Color World enjoys common law rights in the Color World Marks throughout the United States. Color World's rights are superior to any rights the Defendant may claim, in any form or style, with respect to the Color World Marks.

39. Defendant's use of the Color World Marks is likely to cause consumer confusion to the detriment of Plaintiff.

40. Defendant's actions are unlawful and have damaged Color World in an amount not yet calculated.

41. Color World has no adequate remedy at law and therefore is entitled to preliminary and permanent injunctive relief.

COUNT III

**Violation of 54 Pa. Cons. Stat. Annot. § 1124 --
Injury to Business or Reputation; Dilution**

42. Colur World hereby incorporates the allegations of Paragraphs 1 through 42 of this Complaint as if fully set forth herein.

43. Defendant's use of the Colur World Marks injures Colur World's business reputation and lessens the capacity of the famous Colur World Marks to distinguish products.

44. Such use injures and dilutes, or tends to injure and dilute, the distinctive quality of the Colur World Marks, in violation of 54 Pa. Cons. Stat. Annot. § 1124.

45. As a result of Defendant's unlawful and willful acts, Colur World has suffered, and continues to suffer, substantial damages and irreparable injury in an amount not yet calculated.

46. Colur World has no adequate remedy at law and therefore is entitled to preliminary and permanent injunctive relief.

COUNT IV

Pennsylvania Common Law Unfair Competition

47. Colur World hereby incorporates the allegations of Paragraphs 1 through 47 of this Complaint as if fully set forth herein.

48. Defendant's above-described acts constitute unfair competition under the common law of the Commonwealth of Pennsylvania.

49. Defendant's use of the Colur World Marks and colorable imitations thereof is likely to cause confusion, mistake or deception among consumers as to the source, sponsorship, or affiliation of the Infringing Product, in violation of the common law of the Commonwealth of Pennsylvania.

50. As a result of Defendant's unlawful and willful acts, Colur World has suffered, and continues to suffer, substantial damages and irreparable injury in an amount not yet calculated.

51. Colur World has no adequate remedy at law and therefore is entitled to preliminary and permanent injunctive relief.

RELIEF SOUGHT

WHEREFORE, Plaintiff Colur World prays that:

A. Judgment be entered in favor of Colur World and against Defendant as to each of the above Counts;

B. Defendant pay damages incurred by Colur World as a result of false designation of origin, false description, false representation, unfair competition, injury to business reputation, dilution, and infringement perpetrated by Defendant, including, in the case of Defendant's violation of 15 U.S.C. § 1125(a), treble damages or treble profits, whichever is greater;

C. An accounting be ordered to determine the quantities of the Infringing Product imported into and sold in the United States, as well as the profits realized by Defendant due to the unauthorized use of the Colur World Marks in the sale of the Infringing Product;

D. The Court issue a preliminary injunction restraining, enjoining and prohibiting Defendant and any of its officers, directors, agents, servants, employees, representatives, successors, assigns, attorneys, licensees, distributors and all persons in active concert or participation with Defendant be enjoined from directly or indirectly:

i. using the Colur World Marks or any confusingly similar designations, alone or in combination with other words, as a

trademark, service mark or trade name, to identify, market, distribute, advertise, promote, to offer for sale or to provide the Infringing Product or any related goods or services;

- ii. otherwise infringing or diluting the Colur World Marks; and
- iii. continuing acts of false designation of origin or unfair trade practices herein complained of, or doing any acts that may cause Defendant's goods to be mistaken for, confused with or passed off as Colur World's goods.

E. The Court issue a permanent injunction prohibiting Defendant from directly or indirectly infringing the Colur World Marks and in any manner unfairly competing with Colur World; and from inducing, or contributing to or participating in any such acts referred to in Part D of this prayer;

F. Defendant be directed to file with this Court and to serve on Colur World within ten (10) days after issuance of an injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendant has complied with the injunction;

G. Defendant be required to deliver up for destruction all goods, signs, packaging, literature, advertising and other materials bearing the Colur World Marks or any confusingly similar name or mark, or colorable imitation thereof, used in connection with the Infringing Product;

H. Defendant be ordered to pay costs of this action, including attorney's fees, incurred by Colur World in connection with Defendant's unlawful acts; acts of infringement; and

I. Such other and further relief as this Court deems just and proper.

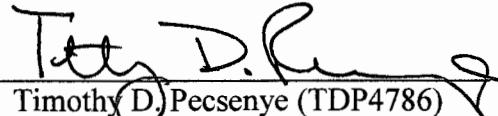
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims that may be tried before a jury.

Respectfully submitted,

Dated: August 5, 2015

By:



Timothy D. Pecsenyi (TDP4786)

Dennis P. McCooe (DPM4508)

BLANK ROME LLP

One Logan Square

Philadelphia, PA 19103

Telephone: 215-569-5619

Facsimile: 215-832-5619

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

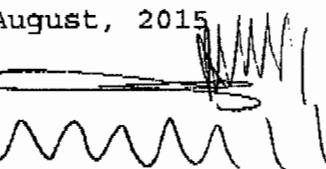
COLOR WORLD, LLC, :
Plaintiff, :
v. : Civ. Action No.
DASH MEDICAL GLOVES, INC., :
Defendant. :
: 15 4323

VERIFICATION

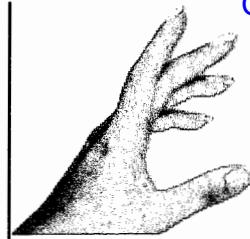
I, Yvette V. Saleh, verify pursuant to 28 U.S.C. § 1746 that I am an officer of Color World LLC and that I have read the foregoing Verified Complaint and know the contents thereof to be true based upon my own knowledge, information and belief, except as to such matters therein stated to be on information and belief, and as to those matters, I believe them to be true.

Executed on this 5th day of August, 2015

By:



Yvette V. Saleh



Top Quality Manufacturing,
Inc.

GLOVE WORLD

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**PINK
NITRILE™**

**ONLINE
SPECIALS**

**QUICK ORDER
BY ITEM #**

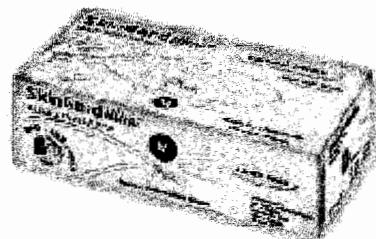
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SkinGard - Pink™

**ALWAYS
FREE SHIPPING**



Product Description:

- **Nitrile Gloves** (powder-free)
- Latex Free
- Powder Free
- Pink Color
- Unscented
- Superb Elasticity
- Sizes: XS, S, M only

Please Enter Quantity:

Qty	Description	Price	Item #	Packaging
<input type="text"/>	XS	\$5.45	P100	100 / Box
<input type="text"/>	S	\$5.45	P110	100 / Box
<input type="text"/>	M	\$5.45	P130	100 / Box

ADD TO CART

MIX & MATCH

Any Gloves

Any Size

To Make a Case!

10 Boxes / Case

The COLOR PINK, and phrase PINK NITRILE,

applied to a Nitrile Glove

is a Registered Trademark of Color World LLC © 2006

All Rights Reserved™

Copyright © 2015 Top Quality Manufacturing, Inc.

Subj: **Pink nitrile trademark**
Date: 8/22/2012 2:53:22 P.M. Pacific Daylight Time
From: bob.sullivan@dashmedical.com
To: cvcrabbe@aol.com
Hi Charles,

B
Dash Medical TM

Thanks again for calling me back today. We are interested in licensing the pink nitrile trademark. Please prepare the necessary paperwork with the following information.

DASH Medical Gloves, Inc.
9635 S. Franklin Drive
Franklin, Wisconsin 53132

Signatory: Robert Sullivan

Best regards,
Bob



9635 S. Franklin Drive
Franklin, WI 53132

phone: 800-523-2055
fax: 800-523-4109
www.dashmedical.com

C

Nitrile Exam Gloves



Gloves by Type

Powder Free Exam Gloves

Light Powdered Exam Gloves

Latex Exam Gloves

Vinyl Exam Gloves

Nitrile Exam Gloves

Gloves with Aloe Vera

High Risk Gloves

Non-Medical Grade Gloves

Gloves by Industry

Dental

Emergency Medical

Safety

Automotive

Laboratory

Police and Fire

Correctional

Food Service

General Industry



Alasta Nitrile Exam Gloves (200 per box)

Case Price: **\$116.90**

* size

10 Boxes per case, 200 gloves per box.

When you need nitrile, but want the comfort and performance of latex.

- Designed for latex users
- Performs like latex
- Economically priced
- Extreme comfort with precision fit
- Textured fingers
- Powder free



Alasta Nitrile Exam Gloves

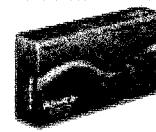
Case Price: **\$59.90**

* size

10 Boxes per case, 100 gloves per box.

When you need nitrile, but want the comfort and performance of latex.

- Designed for latex users
- Performs like latex
- Economically priced
- Extreme comfort with precision fit
- Textured fingers
- Powder free



Alasta with Aloe Nitrile Exam Gloves

Case Price: **\$86.90**

* size

10 Boxes per case, 100 gloves per box.

When you need nitrile, but want the comfort and performance of latex ... **NOW WITH ACTIVE ALOE.**

- Designed for latex users
- Performs like latex

[Childcare](#)[Healthcare](#)

Procedural Masks

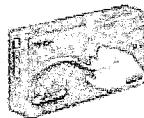
Patient Towels

Germicidal Wipes

Less Than Full Case Orders

Free Samples

- Priced like latex
- Extreme comfort with precision fit
- Textured fingers
- Powder free



Alasta White Nitrile Exam Gloves

10 Boxes per case, 100 gloves per box.

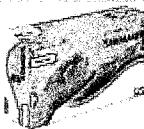
Case Price: **\$59.90**

* size

1

When you need nitrile, but want the comfort and performance of latex.

- Designed for latex users
- Performs like latex
- Economically priced
- Extreme comfort with precision fit
- Textured fingers
- Powder free



Alasta Shimmer Pink Nitrile Exam Gloves

10 Boxes per case, 100 gloves per box.

Case Price: **\$59.90**

* size

1

DASH donates \$3 of each case sold to Breast Cancer Research

- Designed for latex users
- Performs like latex
- Economically priced
- Extreme comfort with precision fit
- Textured fingers
- Powder free



Halo Nitrile Exam Gloves

10 Boxes per case, 100 gloves per box.

Case Price: **\$63.90**

* size

1

Textured Nitrile Powder Free Exam Gloves ... The Best Performing Nitrile Glove You Can Buy.

Halo uses the newest, most advanced nitrile formulation offering superior tactile sensitivity for the precision your job requires. Compare Halo to any other nitrile exam glove. If it's not the best

Features:[Learn more...](#)

- * Designed to give you a "Super Soft" natural rubber-like feel for comfort no other synthetic glove can match.
- * 100% latex free - made from durable, puncture resistant , protein free, and powder free nitrile.
- * Made in the finest manufacturing facility offering high quality and consistency in every box.
- * Micro-textured in the fingers for an enhanced grip in all situations.

**Pearlescent Nitrile PF Exam Gloves**

10 Boxes per case, 100 gloves per box.

Case Price: \$101.90* size **Blue Pearlescent Nitrile Powder Free Exam Gloves.**

Brighten your workday with the shimmer of blue pearlescent Nitrile PF gloves. Much more than dazzling looks, these gloves are made from the latest generation of soft nitrile material to provide the premium protection nitrile is known for, while avoiding the restrictiveness associated with traditional nitrile gloves.

Comfort protection and style. You can't go wrong when choosing DASH blue pearlescent Nitrile PF gloves for your hand protection.

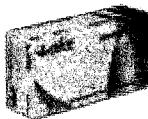
**Nitrile with Aloe Exam Gloves**

10 Boxes per case, 100 gloves per box.

Case Price: \$108.90* size **Textured Green Nitrile Powder Free Exam Gloves with Aloe Vera.**

Puncture resistant and fully textured for an enhanced grip, DASH Nitrile PF with Aloe is the perfect solution for dry, irritated hands that perform high-risk jobs. As durable nitrile protects your hands from outside contact, the **Active Aloe** inner surface soothes hands by holding in your skin's moisture. Protein free and powder free, DASH Nitrile PF with Aloe are also tested and approved for use with chemotherapy drugs.

[Learn about the Benefits of Active Aloe](#)



AloePRO Synthetic Exam Gloves

10 Boxes per case, 100 gloves per box.

Case Price: **\$99.90**

* size

Textured Butadiene Powder Free Exam Gloves with Aloe Vera.

DASH AloePRO Synthetic exam gloves are your latex-free solution to better feeling gloves.

- * Active Aloe inner surface soothes dry irritated hands by improving your skin's ability to hydrate itself.
- * Made from innovative butadiene technology.
- * Priced lower than most Nitrile gloves.
- * Far superior fit than vinyl gloves.
- * Six sizes for a precise fit including the popular size Small/Medium.



Hi-Risk Nitrile Exam Gloves

10 boxes per case, 50 gloves per box.

Case Price: **\$86.90**

* size

Premium Protection for High-Risk Conditions.

Extra cuff length, extra thickness, puncture-resistant nitrile - all make DASH HRP exam gloves premium protection in high-risk conditions.

- Thicker glove
- Extended cuff
- Puncture resistant nitrile
- Latex free and powder free
- Textured fingers



Black Maxx Nitrile Exam Gloves

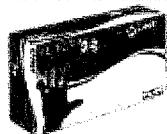
10 Boxes per case, 100 gloves per box.

Case Price: **\$78.90**

* size

Black Nitrile Powder Free Exam Gloves with a Textured Surface.

The Black Maxx Nitrile glove is black in color; provides a framing effect for better color definition; camouflages ink stains on the glove, eliminating distractions; increases mind concentration and eye focus; and uses Advance Double coating techniques that provides a secure grip in the handling of tattoo and body piercing instruments.



Futura Color Q Nitrile Exam Gloves

10 Boxes per case, 100 gloves per box.

Case Price: \$98.90

* size ▼

Nitrile Color Q Powder Free Exam Gloves with a Textured Surface.

Revolutionary New Nitrile Glove Featuring Dual Layer Technology™ for Maximum Strength.

Dual layers create a puncture resistant, extremely durable glove that can be used for demanding jobs.

Dual colored. Contrasting white interior color gives visual cue of a "used" glove.

A special pH 5.5 balanced inner coating helps revive skins natural defenses and prevent skin irritation.

Available in XS, S, M, L, XL



Phone: (215) 569-5619
Fax: (215) 832-5619
Email: Pecsenye@BlankRome.com

July 30, 2015

VIA FEDERAL EXPRESS® & E-MAIL <info@dashmedical.com>

Dash Medical Gloves, Inc.
Attn: Legal Department
9635 South Franklin Drive
Franklin, WI 53132

Re: Dash Medical Gloves Inc.'s
Infringement of Colur World, LLC's Trademarks
PINK NITRILE® and [COLOR PINK]®

Dear Sir or Madam:

This firm represents Colur World, LLC (hereinafter, "Colur World") and has been consulted by Colur World in connection with Dash Medical Gloves Inc.'s (hereinafter "Dash") unauthorized use, offer for sale and distribution of pink nitrile exam gloves in violation of Colur World's rights in and to its registered trademarks [COLOR PINK]® and PINK NITRILE® for "gloves for medical and dental use, made of nitrile" (the "Colur World Marks"). Further, Colur World is the exclusive owner of federal registrations for the Colur World Marks, namely, U.S. Registration Nos. 3,172,669 and 3,170,261, and has maintained priority rights in the Colur World Marks in connection with the aforementioned goods since at least as early as April 26, 2005. As a result of Colur World's extensive use of the Colur World Marks, the marks have acquired significant goodwill in the trade.

It has come to our attention that Dash is selling nitrile exam gloves in the color pink through its website <www.dashmedical.com>, in direct violation of Colur World's established trademark rights in its Colur World Marks. See the

One Logan Square 18th & Cherry Streets Philadelphia, PA 19103

www.BlankRome.com



Dash Medical Gloves, Inc.
July 30, 2015
Page 2

attached print out from Dash's website. In addition, we believe that you may be in direct violation of your 510(k) premarket notification through sales of nitrile gloves in the United States, as we are unable to locate such documentation at this time.

Be advised that the sale of pink nitrile gloves by Dash is in direct violation of Colur World's rights in its Colur World Marks, and likely to cause consumer confusion as to the source or sponsorship of Dash's goods, as Colur World has exclusive rights to the sale of pink nitrile gloves in the United States. The use by Dash of the color pink on nitrile gloves also implies an affiliation between Colur World and Dash, or sponsorship of Dash by Colur World. Additionally, to the extent that you have not complied with or obtained a 510(k) notification from the FDA for the sale of pink nitrile gloves in the United States, you may be in violation of the Federal Food, Drug and Cosmetic Act. While Colur World applauds Dash's commitment to a portion of its sales to breast cancer research, Colur World must take action to protect its intellectual property. Please be assured that all legal remedies available to safeguard the Colur World Marks from trademark infringement and wrongful appropriation will be pursued, including, but not limited to, seeking treble damages.

We have advised our client of the range of legal remedies available to protect its very valuable intellectual property from infringement, wrongful appropriation, unfair competition, and dilution. Colur World regards Dash's use or sale of pink nitrile exam gloves in the United States as a very serious matter and it will take appropriate steps to protect its rights. On behalf of Colur World, we hereby make formal demand that Dash:

- (1) cease and desist immediately from any further use or plans to use the color pink in connection with exam gloves made of nitrile, as well as the use of any



Dash Medical Gloves, Inc.
July 30, 2015
Page 3

other color, mark, name or source identifier which is confusingly similar to the Colur World Marks;

- (2) provide written assurances by no later than August 13, 2015, that it will refrain from all such use and future use or registration;
- (3) provide an accounting, including quantities and dollar amounts, for all products sold, in stock, or currently in transit, using the color pink in connection with exam gloves made of nitrile; and
- (4) contact us to discuss the recall and recapture of all printed, online and broadcasted promotional materials used or distributed by Dash, whether in hard copy or electronic format, used in relation to pink nitrile exam gloves, and to discuss corrective advertising.

We look forward to a response from Dash by August 13, 2015, concerning these matters.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Timothy D. Pecsenye".

TIMOTHY D. PECSENYE

TDP:thk

cc: Colur World, LLC



For more information call us

800-523-2055

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- [Vinyl Exam Gloves](#)
- [Nitrile Exam Gloves](#)**
- [Gloves with Aloe Vera](#)
- [High Risk Gloves](#)
- [Non-Medical Grade Gloves](#)

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- [Dental](#)
- [Emergency Medical](#)
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- [Automotive](#)
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Procedural Masks

Patient Towels

Germicidal Wipes

Less Than Full Case Orders

Free Samples

Alasta Shimmer Pink Nitrile Exam Gloves

Case Price: **\$59.90**

* size

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1

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Description

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DASH donates \$3 of each case sold to Breast Cancer Research

- Designed for latex users
- Performs like latex
- Economically priced
- Extreme comfort with precision fit
- Textured fingers
- Powder free

[Chat now](#)

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